

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) }		RATING DO-A70	PAGE OF PAGES 1   39
2. CONTRACT NO.	3. SOLICITATION NO. N00164-03-R-8217	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 7 October 2003	6. REQUISITION/PURCHASE NO. 32301876	
7. ISSUED BY CODE N00164		8. ADDRESS OFFER TO (If other than Item 7)			
CONTRACTING OFFICER CODE 1163WS, BLDG. 3330N NAVSURFWAR CENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					

### SOLICITATION

9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 3330N</u> until <u>10:00 AM EST</u> local time <u>12 November 2003</u> . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.	
10. FRO INFORMATION CALL: }	A. NAME Sandy Woods
B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 812-854-1687	

11. TABLE OF CONTENTS							
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) }	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NO. (Include area Code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 23204(c) ( ) [ ] 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) }	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT - Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.**

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

**STANDARD FORM 33 (REV. 4-85)**

Prescribed by GSA

## **SECTION B – SCHEDULE OF SUPPLIES/SERVICES**

<b>ITEM</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>U/PRICE</b>	<b>TOTAL</b>
0001	Prototype ALQ-99 Band 4 Transmitter Output Traveling Wave Tube Improvement in accordance with NSWC Crane Statement of Work in Section C. REQ: ACRN:	06	EA		
0002	Data, in accordance with the Contract Data Requirements List (CDRL), in Exhibit A.	1	LO	NSP	NSP

## **SECTION B NOTES**

(1) Section K herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(2) The contractor's subcontracting plan herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b). Copies of the SF294 shall be submitted to PCO listed in Section G, Purchasing Office Representative and NSWC Crane Code 116PB, Building 64.

## **SECTION C - DESCRIPTION (S)/SPECIFICATION (S)/STATEMENT OF WORK**

### **STATEMENT OF WORK TYPE IV FOR THE AN/ALQ-99(V) BAND 4, TRAVELING WAVE AMPLIFIER P/N 373081-1**

#### **1.0 SCOPE**

This Statement of Work (SOW) in conjunction with the attached Raytheon specification 373081-1, establishes the performance, testing, manufacturing, and acceptance requirements of AN/ALQ-99(V) Band 4, Traveling Wave Amplifier P/N 373081-1. The Contractor shall design, develop, document, fabricate, test, evaluate, and deliver 6 (six) each AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier P/N 373081-1. The six (6) delivered prototype TWT configuration shall be as documented and approved during the Preliminary Design Review (PDR) and Critical Design Review (CDR).

#### **1.1 ELECTRON TUBE, TRAVELING WAVE AMPLIFIER P/N 373081-1 DESIGNATION**

AN/ALQ-99 (V) Band 4 Electron Tube, Traveling Wave Amplifier P/N 373081-1

#### **2.0 APPLICABLE DOCUMENTS**

The following documents, of the exact issue cited below, form part of the SOW or specification to the extent specified herein. In the SOW or specification text, exact issue is not cited for convenience or reference.

#### **2.1 DETAIL DESIGN SPECIFICATION/DRAWINGS**

373081-1 Drawing, Electron Tube, TRAVELING WAVE AMPLIFIER

#### **2.2 MILITARY SPECIFICATIONS AND STANDARDS**

MIL-STD-130K Marking, Identification (15 JAN 2000)  
MIL-STD-704E Aircraft Power, Utilization of (01 MAY 1991)  
MIL-STD-810F Aerospace and Ground Equipment, Environmental Test Methods for (05 MAY 2003)  
MIL-STD-202G Elec and Elec Component Parts, Test Methods for (08 FEB 2002)  
MIL-STD-1311C Electron Tubes, Test Methods for (31 JAN 2001)  
MIL-STD-1521B Military Standard (USAF) Technical Reviews and Audits for Systems, Equipment, and Computer Software (04 JUN 85)

MIL-HBK-5400 Electronic Equipment, Airborne, General Guidelines for (30 NOV 1995)  
 MIL-N-18307G (2) Nomenclature and Identification for Electronic, Aeronautical, and Aeronautical Support Equipment (13 SEP 86)  
 MIL-T-31000B (2) Technical Data Packages, General Specification for (14 DEC 2001)  
 MIL-STD-882D (1) System Safety Program Requirements (10 FEB 2000)  
 MIL-STD-1472F (3) Human Engineering Design Criteria for Military Systems, Equipment and Facilities (23 AUG 1999)  
 MIL-HDBK-350 A Guide For MIL-HDBK-350 Corrective Action And Disposition System For Nonconforming Material (7 June 1991)  
 SECNAV 5200.39 (ANS(RD&A)(ABM 0579LD0575180) Participation On The Government-Industry Data Exchange Program (GIDEP) (22 JUN 1995)  
 ISO-10012-1 Rev 03 Measurement Management Systems, Requirements for Measurement Processes and Measuring Equipment (15 April 2003)

### **3.0 REQUIREMENTS (DI-A-3027A)**

The contractor shall design, develop, fabricate and test modifications to the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier P/N 373081-1 to improve the existing AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier producibility in accordance with Raytheon Specification 373081-1. After modification the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier will be referred to as the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier, P/N: 373081-1.

For clarification purposes, the existing AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier shall be designated as "Present Band 4 OTWT" and the modified AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier shall be known as "Prototype Band 4 OTWT" for the remainder of this SOW.

The contractor shall perform the following:

1. Modeling of the Present Band 4 OTWT design, using commercial and government-developed 3-dimensional electromagnetic computer modeling and simulation codes
2. Development of Prototype Band 4 OTWT design improvements, using aforementioned computer codes
3. Fabrication of Band 4 OTWT prototypes that incorporate design improvements
4. Testing and delivery of Band 4 OTWT prototypes that demonstrate improvements
5. Product drawings of the final configuration of the Prototype Band 4 OTWT design, including any critical assembly processes
6. Participation in government-conducted qualification testing of Band 4 OTWT prototypes
7. Conduct of Preliminary and Critical Design Reviews (PDR/CDR).
8. Provide Program management Contract data deliverables

### **3.1 CONTRACTOR PROGRAM MANAGEMENT (DI-MGMT-80227, DI-MGMT-80269)**

The contractor shall establish and maintain a management organization with a program manager and appropriate staff to cover administration, engineering, integrated logistic support, configuration management, and testing. The contractor shall plan and monitor the work for compliance with contract schedule requirements and specifications. The contractor is responsible for reporting all critical points in the design, documentation, testing, and manufacturing areas.

#### **3.1.1 PROGRAM ADMINISTRATION (DI-MGMT-80227)**

The contractor shall assign qualified personnel to monitor and review performance and schedule attainment on the Prototype Band 4 OTWT program. Program milestones and technical reports of engineering status shall be reported to the Government. The contractor shall submit the milestones and engineering status in accordance with CDRL A016 – Contractors Progress, Status and Management Report.

#### **3.1.2 PROGRAM REVIEWS**

The contractor shall hold program reviews, design reviews, and technical reviews as specified herein. Reviews shall be scheduled based on the availability of the necessary information and contract articles (e.g., hardware data, trade off studies, test results, etc.).

#### **3.1.2.1 REVIEW CONDUCT**

The procuring activity and the contractor shall establish co-chairpersons for the PDR and CDR reviews, which will be held at the contractor's facility. The contractor will schedule these reviews. Excluding the Post Award Conference, the contractor will notify the Government no later than 30 days prior to the reviews. The contractor may have a representative from any/all subcontractors designing, developing, fabricating, documenting, or testing a contracted deliverable. The contractor shall ensure that for each agenda item there is at least one individual from the contractor's organization present who is directly responsible for that effort.

#### **3.1.2.2 POST AWARD CONFERENCE (DI-A-7088, DI-A-7089)**

This review shall be held 15 to 45 days after contract award. The purpose is to review all contract documentation, to assure precise understanding of all contract requirements and to review detailed progress on contractor implementation.

#### **3.1.2.3 PRELIMINARY DESIGN REVIEW (PDR). (Phase 1) (DI-ADMN-81373, DI-A-7089)**

This review shall be conducted at the contractor's facility to review all technical aspects of the proposed design modifications (improvements), with emphasis on performance, producibility, maintainability, reliability predictions, and schedule adherence. The initial review shall be scheduled and conducted no later than 180 days after contract award. The contractor shall submit the PDR Agenda to the Government no later than 30 days prior to scheduled PDR. The list below contains mandatory items for discussion during the PDR. Either the contractor or the Government may add other items.

##### **a. Program schedule**

- 1) Results of Modeling of the Present Band 4 OTWT design, using commercial and Government-developed 3-dimensional electromagnetic computer modeling and simulation codes
- 2) Development of Prototype Band 4 OTWT design improvements, using aforementioned computer codes
- 3) Fabrication of Prototype Band 4 OTWT prototypes that incorporate design improvements. Testing and delivery of Prototype Band 4 OTWT units that demonstrate improvements
- 4) Associated data shall be provided in accordance with the applicable Contract Data Requirements list (CDRL), DD Form 1423.

##### **b. Design approach including preliminary outline drawings, sketches, and construction concepts**

##### **c. Configuration Management Program status brief**

##### **d. Description of trade-off parameters and trade-off rationale**

##### **e. Performance prediction analysis**

##### **f. Description of interface characteristics**

##### **g. Review of materials**

##### **j. Government Furnished Equipment (GFE) status**

##### **k. Tooling requirements**

##### **l. Status of quality assurance program**

##### **m. Producibility**

n. Safety Program

**3.1.2.4 ACCEPTANCE TESTS: PROTOTYPE BAND 4 OTWT TEST REQUIREMENTS** (DI-A-7088, DI-A-7089) (UDI-T-23937, DI-NDTI-80809A)

The contractor shall host at their facility a Prototype Band 4 OTWT Test Results Review no later than 45 days after the completion of acceptance testing for the Prototype Band 4 OTWTs. Mandatory items of discussion shall be the results or testing and the results of failure analysis if any. The contractor or the Government may add additional agenda items.

The contractor shall perform acceptance tests on 6 (six) Prototype Band 4 OTWTs in accordance with Raytheon Specification # 373081-1 and NSWC Crane ATP802019035800 Rev B DATED 8/94.

**3.1.2.5 CRITICAL DESIGN REVIEW (CDR) (Phase 2)** (DI-ADMN-81373, DI-A-7089)

Phase 2 – The contractor shall not begin the CDR tasking (Phase 2) until the PDR (Phase 1) has been approved by the Government. The contractor shall submit the CDR Agenda to the Government (NSWC Crane, IN) no later than 30 days prior to scheduled CDR. The contractor shall perform testing of the Prototype Band 4 OTWTs in accordance with NSWC Crane ATP802019035800 Rev B DATED 8/94 and submit test results to the Government (NSWC Crane, IN) with the Prototype Band 4 OTWT units no later than 60 days prior to the CDR for Government review.

This review shall be conducted at the contractor's facility to review all aspects of the proposed design with emphasis on results of testing performed on Prototype Band 4 OTWT construction samples. The Government shall review the detail design drawings and associated documentation to ensure that 373081-1 specification requirements have been met. The review shall be scheduled and conducted no later than 420 days after Government approval of PDR report/minutes. The list below contains mandatory items for discussion during the CDR. Other items may be added for the reviews by either the contractor or the Government.

The contractor shall submit complete technical data packages and six (6) engineering proof-of-concept prototypes at the scheduled CDR.

- a. Schedule
- b. Prototype Band 4 OTWT Design status
- c. Detailed Prototype Band 4 OTWT drawings, material specification, and Prototype Band 4 OTWT construction
- d. Detailed hardware design of production tooling items
- e. Detailed equipment performance analyses
- f. Construction sample test results
- g. In-depth analysis of failures documented in Band 4 OTWT Prototype testing.
- h. Service life analyses
- i. Updated description of interface characteristics and design
- j. Government Furnished Equipment (GFE) status
- k. Status of quality assurance program
- l. Configuration Management program status
- m. Producibility
- n. Safety Program

**3.1.2.6 FUNCTIONAL CONFIGURATION AUDITS (FCA)** (DI-A-7088, DI-A-7089, DI-CMAN-81022)

A Functional Configuration Audit shall be held in conjunction with the PDR. The purpose of the FCA is to validate that the development effort has achieved the performance and functional characteristics required by the specification.

#### **3.1.2.7 PHYSICAL CONFIGURATION AUDITS (PCA) (DI-A-7088, DI-A-7089, DI-CMAN-81022)**

A Physical Configuration Audit shall be conducted on the Prototype Band 4 OTWTs and held in conjunction with the CDR. The purpose of the PCA is to validate the drawing packages' accurate representation of the Prototype Band 4 OTWT manufactured.

### **3.2 CONFIGURATION AUDITS**

The FCA will be performed in accordance with MIL-STD-1521B and paragraph 3.1.2.6 of this SOW. The PCA shall be performed in accordance with MIL-STD-1521B and paragraph 3.1.2.7 of this SOW.

### **3.3 DRAWINGS AND ASSOCIATED LISTS**

The contractor shall develop the following drawings and associated lists in accordance with MIL-T-31000B.

#### **3.3.1 PRODUCT DRAWINGS AND ASSOCIATED LISTS (DI-DRPR-81000)**

The contractor shall develop Product Drawings of the Prototype Band 4 OTWT that clearly delineate its physical characteristics, parts, and materials. Master Drawing custody and drawing maintenance responsibility including all data rights shall transfer to the Government at the completion of the contract.

#### **3.3.2 SPECIAL INSPECTION EQUIPMENT DRAWINGS AND ASSOCIATED LIST (DI-DRPR-81004)**

The contractor shall develop Special Inspection Equipment (SIE) Drawings that clearly delineate the design of all contractor-developed SIE to be used during acceptance testing of the Prototype Band 4 OTWT.

#### **3.3.3 SPECIAL TOOLING DRAWINGS AND ASSOCIATED LISTS (DI-DRPR-81008)**

The contractor shall develop Special Tooling Drawings that clearly delineate the design of all contractor-developed tooling to be used in the manufacture of the Prototype Band 4 OTWT.

#### **3.3.4 SPECIAL INSPECTION EQUIPMENT CALIBRATION PROCEDURES (DI-QCIC-81007)**

The contractor shall develop calibration procedures to describe the procedures and requirements for calibrating SIE. Refer to paragraph 3.7 for SIE calibration requirements.

### **3.4 QUALITY ASSURANCE PROGRAM**

The contractor shall develop, implement and maintain a Prototype Band 4 OTWT Quality Assurance Program in accordance with the requirements of ISO 9000 – Best Commercial Practice and MIL-I-45208A. The contractor shall maintain a corrective action program in accordance with MIL-HDBK-350.

### **3.5 RECORDS AND REPORTS**

The contractor internal records and reports such as engineering log books, data, reports, design review results etc. shall be maintained in the contractor's format and made available for the Procuring Activity's review upon request.

### **3.6 SYSTEM SAFETY PROGRAM (DI-ADMN-81373)**

The contractor shall conduct a System Safety Program in accordance with MIL-STD-882D as follows:

#### **a. Task 100 - System Safety Program**

- (1) (Para. 4.2b) Ensure that hazards associated with the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier are identified, evaluated, and resolved (eliminated or the associated risk reduced to a level acceptable to the Procuring Activity). Risks shall be described in accordance with paragraph 4.5 of MIL-STD-882B.

(2) Appendix B, Para. 60.1.4; (a) Review preliminary engineering designs to ensure safety design requirements are incorporated and identified hazards are resolved. (b) Participate in technical design and program reviews. (c) Identify and evaluate the effects of storage, handling, test, operation and maintenance on the safety of the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier and its components. (d) Evaluate results of failure analysis and mishap investigations.

(3) (Para. 4.5) Category I (catastrophic) hazards-probability levels A through D and Category II (critical) hazards-probability levels A through C shall be resolved (eliminated or controlled to an acceptable level of risk).

**b. Task 201 - Preliminary Hazards List (PHL)**

(1) The contractor shall examine the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier design concept shortly after concept definition and identify possible hazards that may be inherent in the design. The Contractor shall further investigate those hazards selected by the Procuring Activity to determine their significance.

**c. Task 209 - Safety Assessment**

(1) The contractor shall summarize the results of the safety program efforts. Those hazards identified in Task 201, along with specific safety recommendations or the precautions required to ensure safety of personnel and property, shall be included. The list of hazards shall be categorized as to whether or not they may be expected under normal or abnormal operating conditions.

**d. AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier Safety Requirements**

(1) The contractor shall ensure that the AN/ALQ-99(V) Band 4 Electron Tube, Traveling Wave Amplifier also meets the requirements of paragraph 5.13 of MIL-STD-1472.

### **3.7 SPECIAL INSPECTION EQUIPMENT CALIBRATION**

The contractor shall establish and maintain a system for the calibration of all Contractor Special Inspection tooling in accordance with ISO-10012-1 Rev 03. All special inspection tooling shall be calibrated within 30 days prior to Prototype Band 4 OTWT Testing and semi-annually thereafter.

### **3.8 GOVERNMENT FURNISHED EQUIPMENT (GFE) REPORT (DI-MISC-80508A)**

The contractor shall monitor, track and submit status of all Government Furnished Equipment (GFE).

### **ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

### **ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) (5407)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

### **LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992) (5414)**

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24):

### **UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different

versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## **SECTION D - PACKAGING AND MARKING**

### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)**

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

### **PACKAGING AND MARKING (5509)**

Commercial items shall be packaged and marked in accordance with contractor's standard practices unless special requirements are cited.

### **MARKING FOR SHIPMENT (5511)**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Brian Thomas Code 8023, Bldg. 3330C

### **PROHIBITED PACKING MATERIALS (5512)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

### **INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)**

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

#### **II. DEFENSE FAR (DFARS) SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

##### **PART I**

FAR	Title	Date
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984

##### **PART II**

DFARS	Title	Date
252.246-7000	Material Inspection and Receiving Report	Mar 2003

### **CLAUSES IN FULL TEXT**

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (5604)**

Item 0001 Inspection and acceptance shall be made at destination by a representative of the Government.

#### **ACCEPTANCE VERIFICATION (5608)**

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 7 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

#### **GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995) (5611)**

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;

- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

**NOTE: Government representative means Contracting Officer**

#### **INSPECTION AND TEST RECORDS (MAY 1995) (5612)**

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

#### **QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995) (5613)**

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

#### **QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)**

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ Q9001-2000 Quality Management System Standards imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **PART I**

FAR	Title	Date

52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Jun 2003

### **CLAUSES IN FULL TEXT**

#### **TIME OF DELIVERY (FAR 52.211-8) (JUNE 1997)**

(a) The Government requires delivery to be made according to the following schedule:

#### **REQUIRED DELIVERY SCHEDULE**

ITEM NO	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
<u>0001</u>	<u>06 Each</u>	<u>20 months after contract award</u>
<u>0002</u>	<u>01 Lot</u>	<u>As required. See DD1423s</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### **OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NO	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
<u>0001</u>	<u>06 Each</u>	
<u>0002</u>	<u>01 Lot</u>	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(i) five calendar days for delivery of the award through the ordinary mails, or

(ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

#### **DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)**

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

#### **PLACE OF DELIVERY (5707)**

The material to be furnished hereunder shall be delivered FOB destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER  
NAVSURFWARCENDIV  
BLDG 3330C, CODE 8023, BRIAN THOMAS  
300 HIGHWAY 361  
CRANE, IN 47522-5001

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**PART II**

DFARS	Title	Date
252.242-7000	Post Award Conference	Dec 1991

SF 26 BLOCK 14: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

ACRN		Line Of Accounting				Amount		
TBD	TBD					TBD		
ACRN	CLIN	(Local Use) Shop/REQN #	Qty	Unit Price	Amount	Contract Type	Progress Payments	
TBD	0001	TBD	6 EA	TBD	TBD	FFP	N	

**SPECIAL PAYMENT INSTRUCTIONS**

- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- CLIN XXXX: Invoice ACRNs in the order shown:

**[IF DFAS-CO PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY]**

- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY  
CODE 00M, BLDG 3173  
NAVSURFWARCENDIV  
300 HIGHWAY 361  
CRANE IN 47522-5002

**[DFAS OPLOC Payment offices shall use the following note in place of the above note—The contractor shall NOT send a copy of the invoice directly to the payment office—Please annotate “Send invoice to” block appropriately on Page 1 of the contract]**

- The contractor shall submit 1 copy of the invoice to:

VENDOR PAY  
CODE 00M, BLDG 3173  
NAVSURFWARCENDIV  
300 HIGHWAY 361

CRANE IN 47522-5002

**CLAUSES IN FULL TEXT**

**SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with \_\_\_ copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

\_\_\_ a separate invoice for each activity designated to receive the supplies or services.

\_\_\_ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**INVOICES FOR CLASSIFIED CONTRACTS (JUL 1992) (NAPS 5252.232-9002)**

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract, Item 0001, 100 EA @ \$1.00 - \$100.00." The security classification shown on the contract shall not appear on the invoice.

**CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

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**PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)**

PURCHASING OFFICE REPRESENTATIVE:

COMMANDING OFFICER  
ATTN: SANDRA WOODS, CODE 1163 BLDG 3330N  
NAVAL SURFACE WARFARE CENTER CRANE DIVISION  
CRANE IN 47522-5011  
TELEPHONE NO. 812-854-1687

**SECURITY ADMINISTRATION (5806)**

The highest level of security required under this contract is **Confidential** as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Security Service, Director of Industrial Security, **West Region**, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

**Note:** Offeror's attention is called to the sample contract administration plan included as an attachment to this document.

#### **SCIENTIFIC AND TECHNICAL REPORTS (5807)**

The contractor shall furnish scientific and technical reports to Defense Technical Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandria, and VA 22304-6145. NOTE: When agencies require that completed reports be covered by a Report Documentation Page, Standard Form 298, the contractor shall submit a copy with the report.

#### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (5810)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

#### **PAYMENT STATUS INQUIRIES**

**Status of invoice payments can be obtained from the following web site:**

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

**If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the Non-MOCAS System by cage code, contract number or DUNS number at the above listed web site.**

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 33 Award/Contract	25

#### **PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)**

Paragraph FAR 52.232-25(a)(5)(i) of the Prompt Payment clause is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the \_\_\_\_\_th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Payment will be due the vendor in accordance with FAR 52.232-25(a)(1) *Due date*.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

#### **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)**

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area Workflow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. Invoices for payment shall be submitted in hard copy in accordance with the Submission of Invoice Clause herein to the following address:

VENDOR PAY  
CODE 00M2, BLDG 3173  
NSWC CRANE  
CRANE IN 47522-5011

#### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

##### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

# **GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

## **GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000  
Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

## **RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990) (NAVSEA 5252.245-9115)**

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) \_\_\_\_\_. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

### **SECTION I - CONTRACT CLAUSES**

#### **PART I**

FAR	Title	Date
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-09	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997

52.215-14	Integrity of Unit Prices (Oct 1997)--Alt I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan	Jan 2002
52.219-16	Liquidated Damages Subcontracting Plan	Jan 1999
52.222-03	Convict Labor	Jun 2003
52.222-19	Child Labor --Cooperation with Authorities and Remedies	Sep 2002
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-26	Equal Opportunity (Apr 1984)--Alternate I	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-04	Federal, State, and Local Taxes (State and Local Adjustments)	Apr 2003
52.230-02	Cost Accounting Standards	Apr 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
52.230-06	Administration of Cost Accounting Standards	Nov 1999
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims --Alternate I (Apr 1984)	Jan 1986
52.232-25	Prompt Payment	Feb 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.242-02	Production Progress Reports	Apr 1991
52.242-12	Report of Shipment (REPSHIP)	Jun 2003
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes--Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	DEC 1996
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-23	Limitation of Liability	Feb 1997
52.248-1	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

**PART II**

DFARS	Title	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992

252.204-7004	Required Central Contractor Registration	Nov 2001
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with firms that are owned or controlled by the Government of a Terrorist Country	Mar 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Oct 1998
252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts)	Apr 1996
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7004	Reporting of Contract Performance Outside the United States	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Feb 2003
252.225-7031	Secondary Arab Boycott of Israel	Apr 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.227-7013	Rights In Technical Data--Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	Jun 1995
252.227-7030	Technical Data--Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.239-7000	Protection Against Compromising Emanations	Dec 1991
252.242-7000	POSTAWARD Conference	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Mar 2003
252.246-7001	Warranty of Data	Dec 1991
252.247-7023	Transportation of Supplies by Sea	May 2002

### **CLAUSES IN FULL TEXT**

#### **REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (FAR 52.215-21)**

*(a) Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

*(i) Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

*(ii) Information on modifications of contracts or subcontracts for commercial items.*

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or

prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate I (Oct 1997). As prescribed in 15.408(m), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(m), add the following paragraph (c) to the basic clause:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

#### **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(APR 2003)**

(a) *Definitions.* As used in this clause--

"*Commercial item*" has the meaning contained in the clause at 52.202-1, Definitions.

"*Subcontract*" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (APR 1984) (FAR 52.245-2)(DEVIATION)**

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of

this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

DoD-- Deviation, per DAR Tracking Number 98-O0008, 13 Jul 99]  
Alternate I (DEVIATION)(Apr 1984).

As prescribed in 45.106(b)(2), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) Limited risk of loss.

- (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision

or direction of--

- (i) All or substantially all of the Contractor's business;
  - (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
  - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.
- (3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
  - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
  - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
  - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
  - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
- (4)
- (i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
  - (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
    - (A) Did not result from the Contractor's failure to maintain an approved program or system; or
    - (B) Occurred while an approved program or system was maintained by the Contractor.
- (5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
- (6) **The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract**

**performance.** The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
  - (ii) The time and origin of the loss, destruction, or damage;
  - (iii) All known interests in commingled property of which the Government property is a part; and
  - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.
- (8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
- (9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.
- (10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

#### **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses (es): <http://www.farsite.hill.af.mil/>

#### **SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) (DFARS 252.211-7005)**

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcm.a.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification Or Standard:

Affected Contract Line Item Number, Subline Item Number Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

#### **IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National Stock	Commercial Item	Source of Supply			Actual
Items	Number	(Y or N)	Company	Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

**WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984) (NAVSEA VARIATION) (MAY 1993) (FAR 52.246-18) (6007)**

(a) Definitions. As used in this clause:

- (1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests;
- (2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;
- (3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign;
- (4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and
- (5) "At no additional cost to the United States" means at no increase in \_\_\_\_\_.

(b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of this contract concerning the conclusiveness thereof, or any other term or condition of this contract, the Contractor warrants:

- (1) That line item(s) \_\_\_\_\_ will conform to the design and manufacturing requirements of the contract;
- (2) That line item(s) \_\_\_\_\_, at the time of acceptance by the Government, will be free from all defects in materials and workmanship; and
- (3) That line item(s) \_\_\_\_\_ will conform to the essential performance requirements of the contract; provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.

(c) The Contractor shall not be responsible under these warranties for any failure of line item(s) \_\_\_\_\_ to meet the conditions specified in (b)(1), (b)(2) or (b)(3), above, which is discovered more than \_\_\_\_\_ from the date of acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the Contractor shall, at the election of the Government:

- (1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or, if so directed by the Government, partially correct the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item(s) \_\_\_\_\_, the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;
- (2) Pay costs reasonably incurred by the United States in taking such correction action; and
- (3) Provide an equitable adjustment in \_\_\_\_\_ lieu of full correction of the failure.

(e) In seeking the remedies specified in (d)(1), (d)(2) or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.

(f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced supplies.

(g) The Contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all affected data called for under this contract) at no additional cost to the United States. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect not to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in .

(h) When items covered by these warranties are returned to the Contractor pursuant to this clause, the Contractor shall pay the transportation costs and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the Contractor's plant and return to said place of delivery.

(i) The Contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above within \_\_\_ days after discovery of the breach. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.

(j) Notwithstanding any disagreement regarding the existence of a warranty breach, the Contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the \_\_\_\_\_ shall be equitably adjusted.

(k) The warranty provisions herein of this clause do not cover combat damage, liability for loss, damage, or injury to third parties, or consequential damages.

(l) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other requirement of the contract. Disputes arising under this clause will be resolved in accordance with the clause entitled "DISPUTES" (FAR 52.233-1).

(m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

## **PERFORMANCE EVALUATION (6008)**

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized: Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction

## **SECTION J - LIST DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 Data Acquisition List/Internal Data	Jul 03	1
CDRL A002 Presentation Material – PDR/CDR Presentations	Jul 03	1
CDRL A003 Conference Agenda – Post Award Conference Agenda	Jul 03	1
CDRL A004 Conference Agenda – Preliminary Design Review Agenda	Jul 03	1
CDRL A005 Conference Agenda – Critical Design Review Agenda	Jul 03	1
CDRL A006 Conference Minutes – PDR Minutes	Jul 03	1
CDRL A007 Conference Minutes – CDR Minutes	Jul 03	1
CDRL A009 Technical Report – Study/Services GFE Report	Jul 03	1
CDRL A010 Test Inspection Reports – Acceptance Test Report	Jul 03	1
CDRL A011 Product Drawings and Associated Lists – Preliminary	Jul 03	2
CDRL A012 Product Drawings and Associated Lists – Final	Jul 03	2
CDRL A013 Special Inspection Equipment Drawings and Associated Lists	Jul 03	1
CDRL A014 Special Inspection Equipment Calibration Procedures	Jul 03	1
CDRL A015 Special Tooling Drawing and Associated Lists	Jul 03	2
CDRL A016 Configuration Audit Summary Report	Jul 03	1
CDRL A017 Contractor's Progress, Status and Management Report – Monthly Status	Jul 03	1

Attachments

- (1) Data Item Description (DID) DI-A-3027A
- (2) DID DI-ADMIN-81373
- (3) DID DI-ADMIN-81249
- (4) DID DI-ADMIN-81250
- (5) DID DI-MISC-80508A
- (6) DID DI-NDTI-80809B
- (7) DID DI-DRPR-81000
- (8) DID DI-DRPR-81004
- (9) DID DI-QCIC-81007
- (10) DID DI-DRPR-81008A
- (11) DID DI-CMAN-81022B
- (12) DID DI-MGMT-80227
- (13) General DD Form 1423 Glossary
- (14) DD Form 254, Contract Security Specification
- (15) Government Furnished Material List

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**PART I**

FAR	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52-222-38	Compliance With Veterans Employment Reporting Requirements	Dec 2001

**PROVISIONS IN FULL TEXT**

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ {insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's

*organization};*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)**

##### **(a) Definitions.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### **(d) Taxpayer Identification Number (TIN).**

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

##### **(e) Type of organization.**

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

- ( ) Government entity (Federal, State, or local);;
- ( ) Foreign government;
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other \_\_\_\_\_.

(f) *Common Parent.*

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:

Name

TIN

**WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]**

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.]

**ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	----------------------------	--------------

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

- (a)
  - (1) The Offeror certifies, to the best of its knowledge and belief, that --

- (i) The Offeror and/or any of its Principals --

- (A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **PLACE OF PERFORMANCE (FAR 52.215-06) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ☐ ) intends, ( ☐ ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address  
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or  
Facility if Other Than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### **SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)(FAR 52.219-1) – Alt I (APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_  
[insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(b) Representations.**

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**(c) Definitions.** As used in this provision--

***"Service-disabled veteran-owned small business concern"-***

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

***"Small business concern,"*** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

***"Veteran-owned small business concern"*** means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or,

in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern," means a small business concern --*

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

*Alternate I (Apr 2002).* As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision].* The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

#### **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be

obtained before subcontract awards.

#### **AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUNE 2000)**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### ***I. Disclosure Statement -- Cost Accounting Practices and Certification***

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

***Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.***

##### ***(c) Check the appropriate box below:***

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.**

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

**\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.**

**Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.**

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

## DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFAR 252.209-7001)

(a) *Definitions.* As used in this provision-

(1) "Government of a terrorist country" includes the state and the Government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the Government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the Government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the Government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the Government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each Government holding a significant interest; and
- (2) A description of the significant interest held by each government.

#### **REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

#### **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR**

##### **PART I**

FAR	Title	Date
52.204-06	Data Universal Numbering System (Duns) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-05	Facsimile Proposals	Oct 1997
52.215-16	Facilities Capital Cost Of Money	Jun 2003

##### **PART II**

DFARS	Title	Date
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.225-7003	Report of Intended Performance Outside the United States	Apr 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

**PROVISIONS IN FULL TEXT**

**AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (52.211-2) (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ☐ ) DX rated order; ( ☒ ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time

before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate I (Oct 1997). As prescribed in 15.408(I), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision.

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(I), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(I), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

#### **TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a firm fixed price supply type contract resulting from this solicitation.

#### **SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Sandra Woods.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

#### **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.farsite.hill.af.mil/>

#### **FACILITY SECURITY CLEARANCE (SEP 1990) (NAVSEA)**

(a) No award will be made to any offeror, which does not possess a facility security clearance issued by the Defense Investigative Service at the level specified in the DD 254 attached hereto. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

#### **BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

## **BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

**Note:** The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page \_\_\_ of \_\_\_ herein. A copy of the offeror's warranty shall be submitted with the initial offer.

## **WORLD WIDE WEB SOLICITATION INFORMATION**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

# Listing of Government Furnished Equipment/Material

Quantity	Description	Total Dollar Value
1	ETM Power Supply	\$700,000.00
1	HP Model 8350B or equiv. Sweeper	\$37,000.00
2	Power Meter HP 435B or equiv.	\$12,000.00
4	Sensors (PM) HP 8481A or Equiv.	\$8,000.00
1	Spectrum Analyzer HP 8566B or Equiv.	\$28,000.00
1	Scope included in ETM power supply	\$0.00
1	Computer/printer	\$1,700.00
1	Bay Cabinet	\$2,000.00
1	RF Driver Eaton Model 15100B or Equiv.	\$10,000.00